


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-5200-7538		PAGE 1 OF 28	
2. CONTRACT NO. W912DR-06-P-0019		3. AWARD/EFFECTIVE DATE 26-Oct-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-06-T-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHERI R AMES				b. TELEPHONE NUMBER (No Collect Calls) 410-962-3526	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD:14.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS 0% NET 30 DAYS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO RE DIV MILITARY PROJECTS SUP DELL JACKSON PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1N0900		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR TENDER LOVING CARE LAWRENCE BENEVENTO 2810 WINDY HILL RD ALLENTOWN PA 18183 TEL. (610)439-8708		CODE 1DVT3 FACILITY CODE 1DVT3		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: EFT/DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$10,219.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						26-Oct-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				THERESA QUICK / Added by SUMI TEL: 410-962-2708 EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 28	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		11	Months	\$929.00	\$10,219.00

BASE YEAR JANITORIAL SERVICES

FFP

BASE YEAR - JANITORIAL RECRUITING LOCATED AT:

21 MALLARD COURT

BECKLEY, WEST VIRGINIA 25801

***** PLEASE FAX ALL BID TO MY ATTENTION*****

GOVT TECHNICAL POC: DELL JACKSON @ 410-962-4723

BUYER POC: CHERI AMES @ 410-962-3526 (Fax) 410-962-0933 OR 2663

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE JANITORIAL SERVICES AT THE ABOVE LOCATION PER THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 NOVEMBER 2005 THROUGH 30 SEPTEMBER 2006. SERVICES TO BE PERFORMED BETWEEN THE HOURS OF 8:00AM AND 5:PM. REQUEST CLEANING SERVICES TO BE PERFORMED 3 DAYS PER WEEK (MONDAY, WENESDAY, FRIDAY EXCEPT FEDERAL HOLIDAYS). TO INCLUDE ALL CLEANING MATERIALS, SOAPS, PAPER TOWELS, TRASH CAN LINERS, ECT... MUST MAINTAIN OFFICE IN A CLEAN, PROFESSIONAL MANNER AT ALL TIMES

***** APPROXIMATELEY 8,225 SQUARE FEET *****

ATTACHMENTS:

1. SPECIFICATIONS

2. WAGE DETERMINATION DECISION NO. 94-2573 REV (24) DATED MAY 23, 2005 OF THE SECRETARY OF LABOR.

PURCHASE REQUEST NUMBER: W81W3G52007538

PURCHASE REQUEST NUMBER: W81W3G-5200-7538

NET AMT

\$10,219.00

ACRN AA Funded Amount

\$10,219.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months		
OPTION	OPTION YEAR ONE- JANITORIAL SERVICES				

FFP

OPTION YEAR ONE - JANITORIAL RECRUITING LOCATED AT:

21 MALLARD COURT

BECKLEY, WEST VIRGINIA 25801

GOV'T TECHNICAL POC: DELL JACKSON @ 410-962-4723

BUYER POC: CHERI AMES @ 410-962-3526

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE JANITORIAL SERVICES AT THE ABOVE LOCATION PER THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2006 THROUGH 30 SEPTEMBER 2007. SERVICES TO BE PERFORMED BETWEEN THE HOURS OF 8:00AM AND 5:PM. REQUEST CLEANING SERVICES TO BE PERFORMED 3 DAYS PER WEEK (MONDAY, WENESDAY, FRIDAY EXCEPT FEDERAL HOLIDAYS). TO INCLUDE ALL CLEANING MATERIALS, SOAPS, PAPER TOWELS, TRASH CAN LINERS, ECT... MUST MAINTAIN OFFICE IN A CLEAN, PROFESSIONAL MANNER AT ALL TIMES

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NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months		
OPTION	OPTION YEAR TWO- JANITORIAL SERVICES				

FFP

OPTION YEAR TWO - JANITORIAL RECRUITING LOCATED AT:

21 MALLARD COURT

BECKLEY, WEST VIRGINIA 25801

GOV'T TECHNICAL POC: DELL JACKSON @ 410-962-4723

BUYER POC: CHERI AMES @ 410-962-3526

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE JANITORIAL SERVICES AT THE ABOVE LOCATION PER THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008. SERVICES TO BE PERFORMED BETWEEN THE HOURS OF 8:00AM AND 5:PM. REQUEST CLEANING SERVICES TO BE PERFORMED 3 DAYS PER WEEK (MONDAY, WENESDAY, FRIDAY EXCEPT FEDERAL HOLIDAYS). TO INCLUDE ALL CLEANING MATERIALS, SOAPS, PAPER TOWELS, TRASH CAN LINERS, ECT... MUST MAINTAIN OFFICE IN A CLEAN, PROFESSIONAL MANNER AT ALL TIMES

***** APPROXIMATELEY 8,225 SQUARE FEET *****

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PURCHASE REQUEST NUMBER: W81W3G52007538

PURCHASE REQUEST NUMBER: W81W3G-5200-7538

NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12	Months		

OPTION

OPTION YEAR THREE- JANITORIAL SERVICES
FFP

OPTION YEAR THREE - JANITORIAL RECRUITING LOCATED AT:
21 MALLARD COURT
BECKLEY, WEST VIRGINIA 25801

GOV'T TECHNICAL POC: DELL JACKSON @ 410-962-4723
BUYER POC: CHERI AMES @ 410-962-3526

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE JANITORIAL SERVICES AT THE ABOVE LOCATION PER THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009. SERVICES TO BE PERFORMED BETWEEN THE HOURS OF 8:00AM AND 5:PM. REQUEST CLEANING SERVICES TO BE PERFORMED 3 DAYS PER WEEK (MONDAY, WENESDAY, FRIDAY EXCEPT FEDERAL HOLIDAYS). TO INCLUDE ALL CLEANING MATERIALS, SOAPS, PAPER TOWELS, TRASH CAN LINERS, ECT... MUST MAINTAIN OFFICE IN A CLEAN, PROFESSIONAL MANNER AT ALL TIMES

***** APPROXIMATELEY 8,225 SQUARE FEET *****

ATTACHMENTS:

1. SPECIFICATIONS
 2. WAGE DETERMINATION DECISION NO. 94-2573 REV (24) DATED MAY 23, 2005 OF THE SECRETARY OF LABOR.
- PURCHASE REQUEST NUMBER: W81W3G52007538
PURCHASE REQUEST NUMBER: W81W3G-5200-7538

NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months		

OPTION

OPTION YEAR FOUR- JANITORIAL SERVICES
FFP

OPTION YEAR FOUR - JANITORIAL RECRUITING LOCATED AT:
21 MALLARD COURT
BECKLEY, WEST VIRGINIA 25801

GOV'T TECHNICAL POC: DELL JACKSON @ 410-962-4723
BUYER POC: CHERI AMES @ 410-962-3526

FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE JANITORIAL SERVICES AT THE ABOVE LOCATION PER THE ENCLOSED SPECIFICATIONS DURING THE PERIOD OF 01 OCTOBER 2009 THROUGH 30 SEPTEMBER 2010. SERVICES TO BE PERFORMED BETWEEN THE HOURS OF 8:00AM AND 5:PM. REQUEST CLEANING SERVICES TO BE PERFORMED 3 DAYS PER WEEK (MONDAY, WENESDAY, FRIDAY EXCEPT FEDERAL HOLIDAYS). TO INCLUDE ALL CLEANING MATERIALS, SOAPS, PAPER TOWELS, TRASH CAN LINERS, ECT... MUST MAINTAIN OFFICE IN A CLEAN, PROFESSIONAL MANNER AT ALL TIMES

***** APPROXIMATELEY 8,225 SQUARE FEET *****

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- PURCHASE REQUEST NUMBER: W81W3G52007538
PURCHASE REQUEST NUMBER: W81W3G-5200-7538

NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2005 TO 30-SEP-2006	N/A	RE DIV MILITARY PROJECTS SUP DELL JACKSON PO BOX 1715 BALTIMORE MD 21203-1715 410-962-4723 FOB: Destination	E1N0900
0002	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0003	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0004	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900
0005	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1N0900

ACCOUNTING AND APPROPRIATION DATA

AA: 21 NA 2006 2020.0000 E1 2006 08 8012 131079R0000 18020 2540 1589FG NA 1589FG
AMOUNT: \$10,219.00

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 Sept. 2010.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Janitor @ \$8.68 per hour

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sept 2006 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sept 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

<http://www.ccr.gov/index.cfm>

<http://www.ebs.nab.usace.army.mil>

<http://www.sba.gov/regulations/siccodes>

<http://www.dnb.com>

(End of clause)

52.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2005) (DEVIATION)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items

Commercial Items clause of

(End of clause)

confidential food poisoning (TS) Database,

252. 2452. 247 252. 232. 225

7024 7023 7019 7014

5 (APR 2004) (DEVIATT)

.C. 2533a).

Supplies by Sea (MAR

r shall include the t

WAGE DETERMINATION

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2573 REV (24) dated 05/23/2005

State(e): Kentucky, Ohio, West Virginia

Areas: Kentucky Counties of Boyd, Carter, Elliott, Floyd,
Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin,
Pike Ohio Counties of Monroe, Morgan, Noble, Washington

West Virginia – All Counties except: Berkeley,

Jefferson

NOTE: West Virginia include all counties except

Berkeley and Jefferson counties.

WAGE DETERMINATION NO: 94-2573 REV (24) AREA: WV, STATEWIDE

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2573
Revision No.: 24
Date Of Revision: 05/23/2005

States: Kentucky, Ohio, West Virginia

Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence,
 Lewis, Magoffin, Martin, Pike
 Ohio Counties of Monroe, Morgan, Noble, Washington
 West Virginia - All Counties except : Berkeley, Jefferson
 Note: West Virginia include all counties except Berkeley and Jefferson counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.59
01012 - Accounting Clerk II	11.33
01013 - Accounting Clerk III	18.04
01014 - Accounting Clerk IV	20.19
01030 - Court Reporter	18.66
01050 - Dispatcher, Motor Vehicle	14.02
01060 - Document Preparation Clerk	11.14
01070 - Messenger (Courier)	9.11
01090 - Duplicating Machine Operator	11.19
01110 - Film/Tape Librarian	11.99
01115 - General Clerk I	9.39
01116 - General Clerk II	10.56
01117 - General Clerk III	12.02
01118 - General Clerk IV	13.50
01120 - Housing Referral Assistant	14.85
01131 - Key Entry Operator I	10.02
01132 - Key Entry Operator II	12.18
01191 - Order Clerk I	9.30
01192 - Order Clerk II	11.05
01261 - Personnel Assistant (Employment) I	10.98
01262 - Personnel Assistant (Employment) II	12.32
01263 - Personnel Assistant (Employment) III	15.43
01264 - Personnel Assistant (Employment) IV	17.34
01270 - Production Control Clerk	15.96
01290 - Rental Clerk	11.99
01300 - Scheduler, Maintenance	11.99
01311 - Secretary I	11.99
01312 - Secretary II	13.41
01313 - Secretary III	14.63
01314 - Secretary IV	16.51
01315 - Secretary V	18.29
01320 - Service Order Dispatcher	13.19
01341 - Stenographer I	14.86
01342 - Stenographer II	16.69
01400 - Supply Technician	16.51
01420 - Survey Worker (Interviewer)	13.41
01460 - Switchboard Operator-Receptionist	8.77
01510 - Test Examiner	13.41
01520 - Test Proctor	13.41
01531 - Travel Clerk I	10.84
01532 - Travel Clerk II	11.57
01533 - Travel Clerk III	12.33

01611 - Word Processor I	11.08
01612 - Word Processor II	12.44
01613 - Word Processor III	13.91
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.13
03041 - Computer Operator I	11.50
03042 - Computer Operator II	12.86
03043 - Computer Operator III	14.33
03044 - Computer Operator IV	15.93
03045 - Computer Operator V	17.94
03071 - Computer Programmer I (1)	15.53
03072 - Computer Programmer II (1)	19.23
03073 - Computer Programmer III (1)	23.54
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.42
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.24
05010 - Automotive Glass Installer	14.02
05040 - Automotive Worker	14.02
05070 - Electrician, Automotive	14.52
05100 - Mobile Equipment Servicer	12.99
05130 - Motor Equipment Metal Mechanic	15.03
05160 - Motor Equipment Metal Worker	14.02
05190 - Motor Vehicle Mechanic	15.03
05220 - Motor Vehicle Mechanic Helper	12.44
05250 - Motor Vehicle Upholstery Worker	13.53
05280 - Motor Vehicle Wrecker	14.02
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	14.02
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	15.04
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.30
07010 - Baker	9.39
07041 - Cook I	8.68
07042 - Cook II	9.39
07070 - Dishwasher	7.16
07130 - Meat Cutter	10.64
07250 - Waiter/Waitress	7.65
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.72
09040 - Furniture Handler	11.58
09070 - Furniture Refinisher	14.72
09100 - Furniture Refinisher Helper	12.62
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	14.72
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.89
11060 - Elevator Operator	7.99
11090 - Gardener	9.52
11121 - House Keeping Aid I	7.12
11122 - House Keeping Aid II	7.66
11150 - Janitor	8.68

11210 - Laborer, Grounds Maintenance	8.39
11240 - Maid or Houseman	7.12
11270 - Pest Controller	11.40
11300 - Refuse Collector	9.23
11330 - Tractor Operator	9.60
11360 - Window Cleaner	9.25
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	11.07
12072 - Licensed Practical Nurse II	12.43
12073 - Licensed Practical Nurse III	13.90
12100 - Medical Assistant	9.77
12130 - Medical Laboratory Technician	13.45
12160 - Medical Record Clerk	10.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.22
12222 - Nursing Assistant II	9.25
12223 - Nursing Assistant III	10.09
12224 - Nursing Assistant IV	11.33
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.90
12311 - Registered Nurse I	17.20
12312 - Registered Nurse II	21.05
12313 - Registered Nurse II, Specialist	21.05
12314 - Registered Nurse III	25.46
12315 - Registered Nurse III, Anesthetist	25.46
12316 - Registered Nurse IV	30.52
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.16
13011 - Exhibits Specialist I	12.91
13012 - Exhibits Specialist II	15.99
13013 - Exhibits Specialist III	19.56
13041 - Illustrator I	13.45
13042 - Illustrator II	16.66
13043 - Illustrator III	20.38
13047 - Librarian	18.45
13050 - Library Technician	13.41
13071 - Photographer I	13.25
13072 - Photographer II	14.82
13073 - Photographer III	18.35
13074 - Photographer IV	22.46
13075 - Photographer V	27.17
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.91
15030 - Counter Attendant	7.91
15040 - Dry Cleaner	10.04
15070 - Finisher, Flatwork, Machine	7.91
15090 - Presser, Hand	7.91
15100 - Presser, Machine, Drycleaning	7.91
15130 - Presser, Machine, Shirts	7.91
15160 - Presser, Machine, Wearing Apparel, Laundry	7.91
15190 - Sewing Machine Operator	10.74
15220 - Tailor	11.41
15250 - Washer, Machine	8.57
19000 - Machine Tool Operation and Repair Occupations	

19010 - Machine-Tool Operator (Toolroom)	14.72
19040 - Tool and Die Maker	16.80
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.50
21020 - Material Coordinator	15.96
21030 - Material Expediter	15.96
21040 - Material Handling Laborer	9.00
21050 - Order Filler	10.71
21071 - Forklift Operator	13.91
21080 - Production Line Worker (Food Processing)	13.91
21100 - Shipping/Receiving Clerk	11.05
21130 - Shipping Packer	11.05
21140 - Store Worker I	10.17
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.67
21210 - Tools and Parts Attendant	13.91
21400 - Warehouse Specialist	13.91
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.72
23040 - Aircraft Mechanic Helper	15.41
23050 - Aircraft Quality Control Inspector	19.25
23060 - Aircraft Servicer	16.74
23070 - Aircraft Worker	17.35
23100 - Appliance Mechanic	16.19
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	22.37
23130 - Carpenter, Maintenance	16.42
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	19.17
23181 - Electronics Technician, Maintenance I	12.72
23182 - Electronics Technician, Maintenance II	20.25
23183 - Electronics Technician, Maintenance III	21.24
23260 - Fabric Worker	14.98
23290 - Fire Alarm System Mechanic	17.53
23310 - Fire Extinguisher Repairer	15.15
23340 - Fuel Distribution System Mechanic	19.03
23370 - General Maintenance Worker	15.63
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.98
23430 - Heavy Equipment Mechanic	17.42
23440 - Heavy Equipment Operator	15.50
23460 - Instrument Mechanic	17.86
23470 - Laborer	8.79
23500 - Locksmith	16.19
23530 - Machinery Maintenance Mechanic	19.62
23550 - Machinist, Maintenance	15.93
23580 - Maintenance Trades Helper	12.94
23640 - Millwright	19.65
23700 - Office Appliance Repairer	17.02
23740 - Painter, Aircraft	16.19
23760 - Painter, Maintenance	16.19
23790 - Pipefitter, Maintenance	18.51
23800 - Plumber, Maintenance	17.87
23820 - Pneudraulic Systems Mechanic	17.86
23850 - Rigger	19.65
23870 - Scale Mechanic	16.34
23890 - Sheet-Metal Worker, Maintenance	17.95
23910 - Small Engine Mechanic	15.62

23930 - Telecommunication Mechanic I	16.76
23931 - Telecommunication Mechanic II	17.35
23950 - Telephone Lineman	16.76
23960 - Welder, Combination, Maintenance	16.76
23965 - Well Driller	17.53
23970 - Woodcraft Worker	17.86
23980 - Woodworker	14.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	6.88
24580 - Child Care Center Clerk	8.59
24600 - Chore Aid	6.78
24630 - Homemaker	9.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.35
25040 - Sewage Plant Operator	15.32
25070 - Stationary Engineer	19.35
25190 - Ventilation Equipment Tender	14.03
25210 - Water Treatment Plant Operator	14.72
27000 - Protective Service Occupations	
(not set) - Police Officer	16.15
27004 - Alarm Monitor	9.12
27006 - Corrections Officer	13.23
27010 - Court Security Officer	14.33
27040 - Detention Officer	13.23
27070 - Firefighter	15.62
27101 - Guard I	8.69
27102 - Guard II	9.72
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.21
28020 - Hatch Tender	15.21
28030 - Line Handler	15.21
28040 - Stevedore I	14.41
28050 - Stevedore II	15.56
29000 - Technical Occupations	
21150 - Graphic Artist	16.46
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	16.07
29024 - Archeological Technician II	17.96
29025 - Archeological Technician III	22.26
29030 - Cartographic Technician	21.73
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.31
29040 - Civil Engineering Technician	17.60
29061 - Drafter I	12.45
29062 - Drafter II	16.78
29063 - Drafter III	20.47
29064 - Drafter IV	22.56
29081 - Engineering Technician I	14.25
29082 - Engineering Technician II	15.99
29083 - Engineering Technician III	19.55
29084 - Engineering Technician IV	23.78
29085 - Engineering Technician V	29.63
29086 - Engineering Technician VI	35.53
29090 - Environmental Technician	15.73
29100 - Flight Simulator/Instructor (Pilot)	26.49

29160 - Instructor	19.17
29210 - Laboratory Technician	15.28
29240 - Mathematical Technician	22.26
29361 - Paralegal/Legal Assistant I	14.63
29362 - Paralegal/Legal Assistant II	17.10
29363 - Paralegal/Legal Assistant III	20.93
29364 - Paralegal/Legal Assistant IV	25.32
29390 - Photooptics Technician	22.92
29480 - Technical Writer	21.01
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	16.36
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.66
31260 - Parking and Lot Attendant	7.60
31290 - Shuttle Bus Driver	10.51
31300 - Taxi Driver	8.48
31361 - Truckdriver, Light Truck	10.44
31362 - Truckdriver, Medium Truck	12.63
31363 - Truckdriver, Heavy Truck	13.80
31364 - Truckdriver, Tractor-Trailer	13.80
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.97
99030 - Cashier	6.80
99041 - Carnival Equipment Operator	9.41
99042 - Carnival Equipment Repairer	9.85
99043 - Carnival Worker	7.70
99050 - Desk Clerk	6.98
99095 - Embalmer	18.71
99300 - Lifeguard	10.52
99310 - Mortician	22.06
99350 - Park Attendant (Aide)	11.29
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.51
99500 - Recreation Specialist	10.04
99510 - Recycling Worker	11.13
99610 - Sales Clerk	8.69
99620 - School Crossing Guard (Crosswalk Attendant)	8.76
99630 - Sport Official	7.82
99658 - Survey Party Chief (Chief of Party)	13.30
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.29
99660 - Surveying Aide	8.23
99690 - Swimming Pool Operator	10.89
99720 - Vending Machine Attendant	9.67
99730 - Vending Machine Repairer	10.89
99740 - Vending Machine Repairer Helper	9.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

STATEMENT OF WORK

THIS PROCUREMENT IS A SMALL BUSINESS SET ASIDE.

THE ESTIMATED COST OF THE PROPOSED PROCUREMENT IS UNDER \$30,000.00.

SIZE STANDARD FOR SMALL BUSINESS QUALIFICATION - STANDARD FOR WHICH IS A CONCERN INCLUDING ITS' AFFILIATES, HAVING AN AVERAGE ANNUAL SALE OR RECEIPTS FOR ITS' PRECEDING THREE FISCAL YEARS NOT IN EXCESS OF \$12.0 MILLION. STANDARD INDUSTRIAL CLASSIFICATION IS 7349 - MAINTENANCE SERVICES (JANITORIAL)

WOMEN-OWNED BUSINESS

Women-Owned," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
(End of Provision)

NOTICE

IF THE CONTRACTING OFFICER PROCEEDS WITH THE SMALL BUSINESS-SMALL PURCHASE SET-ASIDE AND RECEIVES A QUOTATION FROM ONLY ONE RESPONSIBLE SMALL BUSINESS CONCERN AT A REASONABLE PRICE, THE CONTRACTING OFFICER SHALL MAKE AN AWARD TO THAT CONCERN. HOWEVER, IF THE CONTRACTING OFFICER DOES NOT RECEIVE A REASONABLE QUOTATION FROM A RESPONSIBLE SMALL BUSINESS CONCERN, THE CONTRACTING OFFICER MAY CANCEL THE SMALL BUSINESS-SMALL PURCHASE SET-ASIDE AND COMPLETE THE PURCHASE ON AN UNRESTRICTED BASIS.

FAR 13.105 (d)(3))

The following addresses awards of janitorial contracts to the spouses of recruiters/commanding officers at recruiting stations. It is the opinion of our District Counsel that the award of such contracts are in derogation of the FAR (Federal Acquisition Regulation) and DOD Directive 5500.7R JER (Joint Ethic Regulation) Dated: 30 August 1993. FAR 3.601 forbids a contracting officer from knowingly awarding a contract to a Government employee. DOD Directive 5500.7R, Section 2635.402 (b) (2), states that the private financial interest of a spouse, dependent child, and any household members are treated as private financial interest of DA personnel. The stated reason for both the FAR provision and the DOD Directive is to avoid any conflict of interest that might arise between the employees' interests and their Government duties, and to avoid the appearance of favoritism or preferential treatment by the Government toward its' employees. Accordingly, award of these contracts to family members of recruiters/commanding officers would at least give the appearance of a conflict of interest. Any known instance of any such award shall be brought to the attention of the Contracting Division, ATTN: Contracts Branch, P.O. Box 1715, Baltimore, Maryland 21203-1715.

SUPPLIES TO BE FURNISHED BY THE CONTRACTOR:

TOILET TISSUE, PAPER TOWELS, SOAP AND TRASH CAN LINERS

ATTACHMENTS:

1. STATEMENT OF WORK
2. WAGE DETERMINATION DECISION NO. 94@2573 (REV. 8)
DATED 01 JULY 1997 OF THE SECRETARY OF LABOR.

THE GOVERNMENT RESERVES THE RIGHT TO A THIRTY (30) DAY
CANCELLATION AFTER OCTOBER 1997.

JANITORIAL SPECIFICATIONS

THREE DAYS A WEEK (OR SPECIFIED TIME PERIOD)

1. Empty, clean and damp dust all ash trays/cigarette urns.
2. Dust all surfaces or chairs, desks, cabinets, and associated furniture.
3. Empty wastebaskets and remove trash.
4. Spot clean entrance door glass removing fingerprints.
5. Sweep or mop and clean all floors.
6. Scrub and disinfect all toilet fixtures, etc.
7. Vacuum carpeting, if carpeted.
8. Refill paper towel, toilet paper and soap dispensing unit, (or furnish bar soap where applicable).

WEEKLY

1. Spot wash all areas to remove finger marks and smudges from walls and doors as required.
2. Dust and/or clean all pictures.
3. Mop and clean all floors.
4. Completely dust office area including tops of files, ledges, baseboards, chair rails, door louvers and trims.
5. Clean all telephones.
6. Dust all window sills.

ONCE MONTHLY

1. Buff all floors.
2. Wash windows inside and outside.
3. Wash venetian blinds.
4. Scour trash receptacles.

TWICE PER YEAR

1. Clean covered surfaces of leather, leatherette or plastic upholstered office furniture.
2. High dusting and cleaning of light fixtures.
3. Steam clean, if carpeted (Spring and Fall).

4. Wax all floors where required.

REVISED 8/31/93

GENERAL SPECIFICATIONS

1. SCOPE OF WORK: GENERAL - THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, SUPPLIES (TRASH CAN LINERS, TOILET TISSUE, PAPER TOWELS AND SOAP) AND EQUIPMENT NECESSARY TO THOROUGHLY AND FULLY PERFORM CUSTODIAL SERVICES AT THE RECRUITING FACILITY IDENTIFIED HEREIN:

SERVICES ARE TO BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORDER AND THESE SPECIFICATIONS.

2. FACILITY TO BE SERVICED:
U.S. ARMED FORCES RECRUITING OFFICE
(STATION COMMANDER)
(SQUARE FEET) (SEE SCHEDULE OF SUPPLIES/SERVICES)

3. INSPECTION AND ACCEPTANCE - ALL SERVICES SHALL BE SUBJECT TO INSPECTION BY THE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE. IF ANY SERVICES PERFORMED ARE NOT IN CONFORMITY WITH THE REQUIREMENTS OF THIS CONTRACT, THE GOVERNMENT SHALL HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO PERFORM THE SERVICES AGAIN IN CONFORMITY WITH THE REQUIREMENTS OF THE CONTRACT AT NO ADDITIONAL INCREASE IN TOTAL CONTRACT AMOUNT. UNLESS PROMPT CORRECTIVE ACTION IS TAKEN, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE PRICE FOR THE WORK PERFORMED.

4. TERMINATION CLAUSE - IF AWARDED, THIS ORDER WILL BE SUBJECT TO A 30 DAY WRITTEN TERMINATION NOTICE. HOWEVER, IT WILL AUTOMATICALLY TERMINATE AT THE END OF THE PERIOD SHOWN ABOVE UNLESS OTHERWISE RENEWED.

5. PAYMENT - PAYMENT WILL BE MADE MONTHLY AT THE CLOSE OF EACH CALENDAR MONTH UPON RECEIPT OF INVOICES FOR SERVICES RENDERED.

6. INVOICES AND CERTIFICATION - THE CONTRACTOR SHALL SUBMIT ALL ORIGINAL INVOICES AT THE END OF EACH MONTH TO: U.S. ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT, ATTN: EXAMINATION SECTION P.O. BOX 1715, BALTIMORE, MARYLAND 21203-1715 FOR PAYMENT. AN INFORMATION COPY OF THE INVOICE WILL BE PROVIDED THE RECRUITING OFFICE (STATION COMMANDER) FOR VERIFICATION OF SERVICES. THE INVOICES SHALL INCLUDE NAME OF CONTRACTOR, PURCHASE ORDER NUMBER, LOCATION OF RECRUITING OFFICE, PERIOD COVERED, AND AMOUNT OF BILL. POINT OF CONTACT, REAL ESTATE @ (410)962-4723.

7. FREQUENCY OF TASK PERFORMANCE - FREQUENCIES OF

CCOMPLISHING THE REQUIRED TASKS AND THE TASKS TO BE PERFORMED ARE DESCRIBED BELOW:

THREE DAYS PER WEEK (MONDAY, WEDNESDAY, AND FRIDAY EXCEPT FEDERAL HOLIDAYS)

FEDERAL HOLIDAYS OBSERVED ARE AS FOLLOWS:

NEW YEARS' DAY, MARTIN LUTHER KING JR'S BIRTHDAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY.

THE CONTRACTOR SHALL LEAVE AMPLE SUPPLY OF TOILET PAPER, SOAP, PAPER TOWELS AND TRASH CAN LINERS TO CARRY OFFICE THRU NON-CLEANING DAYS.

8. SUPPLIES, MATERIALS AND EQUIPMENT - THE CONTRACTOR WILL BE REQUIRED TO SUPPLY, AT HIS EXPENSE, ALL CUSTODIAL SUPPLIES, MATERIALS, AND EQUIPMENT NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL TASKS AS OUTLINED IN THE PROVISIONS AND SPECIFICATIONS OF THE CONTRACT. ALL EQUIPMENT SHALL BE MAINTAINED IN FIRST CLASS RATING CONDITION BY THE CONTRACTOR AND WILL BE MARKED WITH THE NAME OF THE CONTRACTOR SO AS TO BE READILY IDENTIFIABLE AS TO LEGAL OWNERSHIP. ALL VACUUM CLEANERS AND BUFFING MACHINES SHALL BE EQUIPPED WITH RUBBER BUMPER STRIP TO PREVENT SCARRING OR DAMAGING FURNITURE OR WALLS. FLAMMABLE SUPPLIES WILL NOT BE UTILIZED AS CLEANING OR POLISHING AGENTS. ALL SUPPLIES AND EQUIPMENT SHALL BE NEATLY, ORDERLY AND SAFELY STORED IN SPACES FURNISHED IN EACH BUILDING BY THE GOVERNMENT FOR THAT PURPOSE. VACUUM CLEANERS SHALL BE INDUSTRIAL TYPE.

9. TRASH REMOVAL -ALL WASTE BASKETS, AND OTHER TRASH CONTAINERS WITHIN THE AREA SHALL BE EMPTIED AND RETURNED TO THEIR INITIAL LOCATION. BOXES, CANS, PAPERS, ETC., PLACED NEAR A TRASH RECEPTACLE AND MARKED "TRASH" SHALL BE REMOVED. BOXES AND PACKAGING MATERIALS, WHOLE, PARTIAL OR CUT-UP, USED TO CONTAIN FURNITURE, COMPUTER EQUIPMENT OR THE LIKE ARE NOT INCLUDED. ALL WASTE FROM SUCH RECEPTACLES SHALL BE REMOVED FROM THE AREA AND EMPTIED INTO A DESIGNATED TRASH DUMPSTER OR RECEPTACLE IN SUCH MANNER AS TO PREVENT THE ADJACENT AREA FROM BECOMING LITTERED BY SUCH TRASH. ANY OBVIOUSLY SOILED OR TORN PLASTIC WASTE BASKET LINERS SHALL BE REPLACED. SAND IN CIGARETTE BUTT RECEPTACLE WILL BE STRAINED TO REMOVE ASHES AND DEBRIS. THE EXTERIOR OF WASTE CONTAINERS SHALL BE DAMP WIPED WITH NEUTRAL DETERGENT FROM A SPRAY BOTTLE AND CLEAN SPONGE OR SYNTHETIC FIBER CLOTH TO REMOVE EVIDENT SOIL. WET SPILLS ON THE INTERIOR OF WASTE BASKETS SHALL BE REMOVED. LOTION TYPE DETERGENT AND AN ABRASIVE PAD SHALL BE USED ON HARD-TO-REMOVE SOIL. IN REST ROOMS, LOCKER ROOMS, AND FOOD SERVICE AREAS, GERMICIDAL DETERGENT WILL BE USED IN LIEU OF NEUTRAL DETERGENT. A PLASTIC BAG LINER SHALL BE PROVIDED IN ALL WASTE BASKETS. CARDBOARD SHALL BE BROKEN DOWN, SEPARATED FROM THE TRASH, AND PLACED IN THE APPROPRIATE CONTAINER WHERE SUCH

CONTAINERS ARE PROVIDED AT THE DUMPSTER SITE ASSIGNED TO THE BUILDING. DUMPSTER DOORS AND LIDS SHALL BE CLOSED FOLLOWING THE DUMPING OF TRASH.

10. MONETARY ADJUSTMENT FOR INADEQUATE PERFORMANCE - IT IS MUTUALLY AGREED THAT FAILURE TO SATISFACTORILY ACCOMPLISH WORK IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT WHEN DUE TO THE FAULT OF THE CONTRACTOR SHALL CONSTITUTE A DEFICIENCY UNDER THIS CONTRACT. ALL CONTRACT ALL WORK WILL BE INSPECTED BY THE GOVERNMENTS' REPRESENTATIVE AT THE RECRUITING OFFICE AND ANY DEFICIENCIES WILL BE REPORTED TO THE CONTRACTOR. IF DEFICIENCIES ARE NOT CORRECTED SATISFACTORILY, A MONETARY REDUCTION WILL BE MADE AT THE END OF EACH MONTH IN WHICH SUCH DEFICIENCY HAS BEEN FOUND TO OCCUR. FAILURE TO DO THE REQUIRED SERVICES ON THE DAYS INDICATED WILL CONSTITUTE A DEFICIENCY. CORRECTIVE ACTION BY THE CONTRACTOR WILL BE TAKEN PROMPTLY AND THE WORK SATISFACTORILY ACCOMPLISHED. DEFICIENCIES IN DAILY TASKS WILL BE COMPLETED WITHIN THE WORK DAY SPECIFIED IN THE CONTRACT FOR COMPLETION OF THE SERVICE. ALL OTHER DEFICIENCIES SHALL BE CORRECTED WITHIN 24 HOURS OF THE DAY SCHEDULED FOR COMPLETION OF THE SERVICES. IF THE WORK IS NOT SATISFACTORILY ACCOMPLISHED WITHIN THIS TIME LIMIT, A REDUCTION IN PAYMENT TO THE CONTRACTOR WILL BE MADE. THE CONTRACTING OFFICER OR HIS REPRESENTATIVE WILL MAKE THE SOLE DETERMINATION AS TO THE EXISTENCE OF A DEFICIENCY IN PERFORMANCE AND THE TIME LIMIT OF A CORRECTION OF DEFICIENCY.

DEFINITIONS

THE FOLLOWING DEFINITIONS AND DESCRIPTIONS APPLY WHENEVER THE WORD OR PHRASE IS USED IN THESE SPECIFICATIONS:

CARE OF FLOORS:

A. SWEEPING - SWEEPING IS THE ACCUMULATION AND REMOVAL OF ALL DIRT AND LITTER ADJACENT TO AND UNDER FURNITURE, FIXTURES, CORNERS, AND ON FLOOR BY USE OF A VACUUM CLEANER, BRUSH, BROOM, OR A DRY OR TREATING SWEEPING MOP.

B. DUSTLESS SWEEPING - DUSTLESS SWEEPING IS THE CLEANING OF FLOORS USING A SWEEPING COMPOUND WHICH HAS BEEN APPLIED PRIOR TO SWEEPING. DUSTLESS SWEEPING REDUCES DUSTINESS AND LEAVES A FILM OF WAX ON THE FLOOR.

C. DUST MOPPING - DUST MOPPING IS THE REMOVAL OF DIRT ON A FLOOR USING A COTTON DUSTER FLOOR MOP, WHICH IS TREATED FOR THE TYPE OF FLOOR FINISH.

D. WET-MOPPING - WET-MOPPING IS THE REMOVAL OF DIRT ON A FLOOR LEAVING THE FLOOR FREE OF DIRT AND EVENLY CLEANED, WITH BASEBOARDS UNSPLASHED, AND NO MOP STRINGS REMAINING ON THE FLOOR. WET MOPPING REQUIRES THE USE OF A CLEAN MOP, A DETERGENT AND A MINIMUM OF WATER FOLLOWED BY A CLEAR WATER RINSE. A GERMICIDAL SOLUTION

SHALL BE USED FOR ALL FLOORS IN LATRINES (REST ROOMS).

E. SCRUBBING - SCRUBBING IS THE CLEANING OF FLOORS, USING A BRUSH, DETERGENT AND MINIMUM OF WATER FOLLOWED BY A CLEAR WATER RINSE. SCOURING POWDER SHALL BE USED ONLY WHEN ABSOLUTELY NECESSARY AND CARE SHALL BE TAKEN TO PREVENT DAMAGE OF SURFACE CLEANED. SCRUBBING SHALL BE ACCOMPLISHED BY USING A ROTARY DISK MACHINE AND SCRUBBING PAD.

F. WAX STRIPPING - WAX STRIPPING IS THE REMOVAL OF OF DIRTY, BUILT-UP WAX BY A LIQUID WAX REMOVER, IN CONJUNCTION WITH A FLOOR STRIPPING MACHINE EQUIPPED WITH AN ABRASIVE PAD. THE FLOOR WILL BE LEFT WAX FREE AND UNIFORMLY CLEAN BY USING A MOP AND WATER TO REMOVE UPLIFTED WAX.

G. WAXING - WAXING IS THE TREATMENT OF AN ENTIRE FLOOR SURFACE FOR PRESERVING THE FINISH AND IMPROVING THE APPEARANCE BY INCREASING GLOSS OR SHEEN AND UNIFORMITY. WAXING MAY BE ACCOMPLISHED BY USE OF A MOP OR A WAX APPLICATOR, AND USING WATER EMULSION WAX FOR LIGHT COLORED FLOORS. BEFORE WAXING, SEAL TERRAZZO FLOORS WITH A SEALER. IT WILL BE NECESSARY TO MOVE OBJECTS SUCH AS DESKS, CHAIRS, TABLES, BOOKCASES, ETC., IN ORDER TO WAX ENTIRE FLOOR. FILE CABINETS SHALL NOT BE MOVED. WAXING SHALL BE PERFORMED DURING THE SAME WORK SHIFT THAT THE STRIPPING TASK IS PERFORMED FOR ANY PARTICULAR AREA.

H. BUFFING - BUFFING IS THE TREATMENT OF WAXED FLOORS USING MACHINE FITTED WITH A BRUSH LEAVING THE FLOORS LUSTROUS, WITH A UNIFORM SHEEN, AND WITH NO VISIBLE SWIRL OR BRUSH MARKS.

I. SPRAY WAXING OR SPRAY BUFFING - SPRAY WAXING OR SPRAY BUFFING IS THE USE OF A WAX AND WATER SOLUTION IN THE SPRAY SQUEEZE BOTTLE TO BE APPLIED IN THE FLOOR AHEAD OF THE BUFFING MACHINE, LEAVING A UNIFORM LUSTRE.

J. VACUUM CLEANING - PRIOR TO CARPET FLOORS BEING VACUUM CLEANED, ALL SURFACE LITTER SUCH AS PAPER, GUM, RUBBER BANDS, PAPER CLIPS, ETC., SHALL BE PICKED UP. A CARPET VACUUM WITH A BEATER BAR SHALL BE USED TO VACUUM SURFACE SOIL AND EMBEDDED GRIT FROM ALL AREAS TO INCLUDE UNDERNEATH DESKS, CHAIRS, TABLES, TRASH CANS, PEWS, AND OTHER OBJECTS WHERE THE CARPET IS ACCESSIBLE. USE A VACUUM HOSE AND CLEANING HEAD. AFTER THE CAREPETED FLOOR HAS BEEN COMPLETELY VACUUMED, IT SHALL BE FREE OF ALL VISIBLE LITTER, SOIL AND EMBEDDED GRIT. SMALL OR LIGHT OBJECTS MAY NEED TO BE MOVED. FILE CABINETS SHALL NOT BE MOVED.

K. SPOT/STAIN REMOVAL - SPOT AND STAIN REMOVAL IS THE CLEANING OF GUM, TAR, SPOTS, STAINS, SPILLS, MARKS OR OTHER LOCAL SOILING FROM CARPETS, TILES, WOOD, BRICK, OR OTHER FLOOR COVERING, LEAVING UNIFORM APPEARANCE.

CARE OF WALLS AND CEILINGS (INCLUDING DOORS, WINDOWS, BLACKBOARDS, RAILINGS, BANNISTER, RADIATORS, VENETIAN BLINDS, AND LIGHT

FIXTURES, ALSO INTERIOR HARDWARE AND FINISHINGS:)

A. WALL WASHING - WALL WASHING IS THE CLEANING OF WALL INCLUDING ALL WASHABLE ITEMS ATTACHED TO WALLS, LEAVING THEM UNIFORMLY CLEAN WITH NO STREAKS OR VISIBLE DIRT. IN THE PROCESS OF CLEANING, CARE SHALL BE EXERCISED SO THAT NO WATER IS SPILLED ON THE FLOORS OR FURNISHINGS. A GERMICIDAL DETERGENT SHALL BE USED IN REST ROOMS, LATRINES, LOCKER ROOMS, SHOWER ROOMS, FOOD SERVICE AREAS, GYMNASIUM AREAS, EXERCISE ROOMS, AND LAUNDRY ROOMS.

B. SPOT CLEANING - SPOT CLEANING IS THE REMOVAL OF SMUDGES, FINGER PRINTS, MARKS, STREAKS, ETC., FROM WASHABLE SURFACES OF WALLS, PARTITIONS, DOORS, FURNITURE, FIXTURES, APPLIANCES, ETC. USING A SOLUTION OF WATER AND A DETERGENT. GERMICIDAL DETERGENT WHICH CONFORMS TO FEDERAL SPECIFICATION NO. O-D-406, SHALL BE USED IN REST ROOMS, LATRINES, LOCKER ROOMS, SHOWER ROOMS, FOOD SERVICE AREAS, AND DRINKING FOUNTAINS. LOTION CLEANER SHALL BE USED ON HARD-TO-REMOVE SPOTS. AFTER SPOT CLEANING, THE SURFACE SHALL HAVE A CLEAN, UNIFORM APPEARANCE, FREE OF STREAKS, SPOTS, AND OTHER EVIDENCE OF REMOVABLE SOIL.

C. DUSTING - DUSTING IS THE REMOVAL OF DUST, LINT, LITTER, LOOSE SOIL, ETC., FROM ALL SURFACES AND OBJECTS SUCH AS FURNITURE, WALLS, CEILINGS, DOORS, RAILINGS, RADIATORS, AIR CONDITIONING GRILLS, REGISTERS, VENETIAN BLINDS, WINDOWS, PIPES, EXPOSED LIGHT FIXTURES AND OTHER OBJECTS THAT ACCUMULATE DUST. DUSTING SHALL BE ACCOMPLISHED WITH A TREATED CLOTH OR YARN DUSTER. SURFACES SHALL BE LEFT BRIGHT IN APPEARANCE WITH NO SMUDGES, MARKS OR STREAKS.

D. HIGH DUSTING - HIGH DUSTING IS THE REMOVAL OF DUST FROM WALLS, CEILINGS AND ALL SURFACES AND APPURTENANCES HIGHER THAN 6-1/2 FEET ABOVE THE FLOOR, LEAVING THEM BRIGHT IN APPEARANCE WITH NO SMUDGES, MARKS OR STREAKS.

E. WINDOW WASHING - WINDOW WASHING IS THE CLEANING OF WINDOWS, BOTH INSIDE AND OUTSIDE, BY USE OF A SOLUTION OF TRISODIUM PHOSPHATE LEAVING THEM BRIGHT AND FREE OF STREAKS WITH NO WATER ON THE SILL OR AROUND THE WINDOW. SILLS, FRAMES, AND LEDGES SHALL ALSO BE WASHED. USE OF A GLASS CLEANER IS MORE EFFECTIVE THAN SOAP APPLIED TO DOOR GLASS, MIRRORS, DISPLAY CASE GLASS AND OTHER GLASS SURFACES WITHIN THE BUILDINGS.

F. LIGHT FIXTURE CLEANING - THIS PROCESS IS THE CLEANING OF BULBS, TUBES, GLOBES, LEAVING THEM BRIGHT AND CLEAN, AND SUPPORTS AND OTHER PARTS FREE OF FILM RESIDUE, DUST, DIRT, LINT, AND STREAKS. THIS PARAGRAPH DOES NOT APPLY TO RECESSED, CLOSED FIXTURES.

CARE OF RESTROOMS AND RESTROOM/LAVATORY EQUIPMENT (WASH BOWLS, TOILET BOWLS AND SEATS, WATER CLOSETS, URINALS, SINKS, DRINKING FOUNTAINS, AND EXPOSED ATTACHED PLUMBING):

A. CLEANING OF LAVATORY EQUIPMENT - THIS PROCESS IS THE CLEANING AND DISINFECTING OF ENAMEL, PORCELAIN, SYNTHETIC, WOOD, AND METAL SURFACES OF LAVATORIES, WASH BOWLS, TOILET BOWLS AND SEATS, WATER CLOSETS, URINALS, SHOWERS, DISPENSERS, AND EXPOSED ATTACHED PLUMBING, LEAVING THE SURFACES CLEAN, BRIGHT MOLD FREE, FUNGUS FREE, DISINFECTED, SHINY, AND WITHOUT STREAKS OR STAINS. THERE SHALL BE NO EVIDENCE OF WATER OR SOAP SOLUTIONS SPILLED ON THE FLOOR OR ON THE WALL, EITHER BEHIND OR ADJACENT TO THE FIXTURES. A GERMICIDAL DETERGENT SHALL BE USED IN SOLUTION. SHOWERS SHALL INCLUDE SHOWER STALLS, WHETHER INSTALLED OR BUILT INTO THE STRUCTURE, AND SHOWER AREAS (WHERE THE FLOOR IS DRAINAGE AREA FOR SEVERAL SHOWER HEADS, WITH OR WITHOUT PARTITIONS), AND SHALL ALSO INCLUDE WALLS, FLOORS, CURTAINS, FIXTURES, AND DOORS OF THE STALLS OR AREAS.

B. CLEANING OF SINKS - THIS PROCESS IS THE CLEANING OF SINKS AND EXPOSED ATTACHED PLUMBING, LEAVING THEM CLEAN, SHINY, MOLD FREE, FUNGUS FREE, AND WITHOUT STREAKS OR STAINS. A GERMICIDAL DETERGENT SHALL BE USED IN SOLUTION. THERE SHALL BE NO EVIDENCE OF WATER OR SOAP SOLUTIONS SPILLED ON THE FLOOR OR ON THE WALL, EITHER BEHIND OR ADJACENT TO THE FIXTURES.

C. CLEANING OF DRINKING FOUNTAINS - THIS PROCESS IS THE CLEANING OF DRINKING FOUNTAINS LEAVING THEM CLEAN AND BRIGHT, WITH NO WATER SPLASHED ON WALLS OR FLOOR AND WITH THE METALWARE BRIGHT AND SHINY. A GERMICIDAL DETERGENT SHALL BE USED IN SOLUTION.

D. RESTROOM CLEANING - RESTROOM CLEANING IS THE DISINFECTING AND WASHING OF ALL SURFACES OF PARTITIONS, STALLS, STALL DOORS, AND THOSE WALLS WHICH ARE ADJACENT TO SINKS, URINALS AND TOILETS, USING A GERMICIDAL DETERGENT AND THE REMOVAL OF MOLD AND FUNGUS BY PERFORMING SPOT CLEANING AND WALL WASHING (ELSEWHERE DEFINED) AS NECESSARY, WITH THE ADDITION OF A COMMERCIAL GRADE CHEMICAL MOLD AND FUNGUS REMOVER.

E. SERVICING OF SANITARY NAPKIN RECEPTACLES - SANITARY NAPKIN RECEPTACLES SHALL BE EMPTIED, CLEANED, DISINFECTED, AND PROPERLY DRIED, AND PROVIDED WITH A NEW BAG LINER. THE BAGS SHALL BE FURNISHED BY THE CONTRACTOR.

F. FILLING OF DISPENSERS - REFILL TOILET TISSUE DISPENSERS WITH TOILET TISSUE AND PAPER TOWEL DISPENSERS WITH PAPER TOWELS. FILL HAND SOAP DISPENSERS AND RECEPTACLES.

CARE OF FURNITURE (INCLUDING ASH TRAYS, SAND URNS, WASTE RECEPTACLES, BOOK CASES, DESKS, CHAIRS, TABLES AND COAT RACKS):

A. CLEANING AND POLISHING OF FURNITURE - FURNITURE SUCH AS BOOKCASES, DESKS, CHAIRS, TABLES, AND COAT RACKS SHALL BE CLEANED AND POLISHED. REMOVE DUST, DIRT, BEVERAGE MARKS AND SPOTS

FROM LEATHER AND VINYL FURNITURE WITH A CHEMICALLY TREATED CLOTH, LEAVING THE FURNITURE CLEAN AND ORDERLY WITH NO OILY SURFACES.

CLEAN WOOD SURFACES OF FURNITURE WITH A DAMP CLOTH, IMMEDIATELY WIPE DRY, AND POLISH THE SURFACES WITH A FURNITURE POLISH, LEAVING THE FURNITURE CLEAN, ORDERLY AND WITHOUT OILY SURFACES. CLEAN METAL SURFACES WITH AN AQUEOUS SOLUTION OF DETERGENT, POLISH THE SURFACES SURFACES WITH A FURNITURE POLISH. DESKS USED FOR INDIVIDUAL USE ARE NOT INCLUDED IN THIS CONTRACT, ONLY NON-ASSIGNED DESKS SUCH AS DESKS IN CONFERENCE ROOMS, LIBRARIES, AND RECEPTION AREAS ARE INCLUDED.

B. VACUUMING OF UPHOLSTERED FURNITURE - UPHOLSTERED PORTIONS OF FURNITURE SUCH AS CHAIRS, SOFAS, COUCHES, ETC., SHALL BE VACUUMED BY USE OF A VACUUM CLEANER AND PROPER ATTACHMENT.

C. CLEANING AND POLISHING OF ASH TRAYS - ASH TRAYS EITHER PORTABLE OR WALL MOUNTED SHALL BE EMPTIED INTO A FIREPROOF CONTAINER, WASHED WITH AN AQUEOUS SOLUTION OF DETERGENT, WIPED DRY.

D. CLEANING OF SAND URNS - TRASH SHALL BE STRAINED AND REMOVED; BUTTS AND SAND SHALL BE EMPTIED INTO A FIREPROOF CONTAINER. THE METAL SURFACES SHALL BE CLEANED AND POLISHED IN ACCORDANCE WITH CLEANING AND POLISHING OF FURNITURE (ELSEWHERE DEFINED) AND FRESH "WHITE SAND" SHALL BE PLACED IN THE CONTAINER TO A DEPTH OF APPROXIMATELY 1/2 INCH.

E. CLEANING WASTE RECEPTACLES - TRASH CANS AND WALL MOUNTED TRASH RECEPTACLES SHALL BE WASHED OF SPOTS, SPILLS OR MARKS, LEAVING THEM CLEAN, NEAT AND WITH NO STREAKS.

STATEMENT OF EQUIVALENT FEDERAL HIRES (1984 APR) FAR52.222-42

THIS STATEMENT IS FOR INFORMATION ONLY. IT IS NOT A WAGE DETERMINATION.

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR, PART 4,), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THIS CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

WAGE RATES AND FRINGE BENEFITS APPLICABLE TO FEDERAL SERVICE EMPLOYEES PURSUANT TO 5 U.S.C. 5341 (WAGE BOARD - BLUE COLLAR).

1. CONTRIBUTION OF ONE POINT SIX (1.6) PER CENT OF BASIC HOURLY RATE FOR HEALTH AND INSURANCE.

2. CONTRIBUTION OF SEVEN (7) PER CENT OF BASIC HOURLY RATE FOR

RETIREMENT.

3. TEN (1) PAID HOLIDAYS AS FOLLOWS: NEW YEAR'S DAY; MARTIN LUTHER KING DAY; GEORGE WASHINGTONS' BIRTHDAY; MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY.

4. PAID ANNUAL LEAVE (VACATION) AS FOLLOWS:

- A. TWO (2) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH LESS THAN THREE (3) YEARS OF SERVICE.
- B. THREE (3) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH THREE BUT LESS THAN FIFTEEN (15) YEARS OF SERVICE.
- C. FOUR (4) HOURS OF ANNUAL LEAVE EACH WEEK FOR AN EMPLOYEE WITH FIFTEEN (15) OR MORE YEARS OF SERVICE.

5. BASIC HOURLY RATE BY CLASSIFICATION AS FOLLOWS:

CLASSIFICATION	BASIC HOURLY RATES
11150 JANITORS	\$8.68 PER HOUR